

**IN THE MATTER OF:**

**Start Date:**

**End Date:**

## **CONDITIONAL LICENSE AGREEMENT**

The Department of Children and Family Services (the Department) and (the Licensee) hereby enter into this Agreement for the issuance of a Conditional License, and state as follows:

### **WHEREAS:**

The Department issued a license to Licensee to operate on \_\_\_\_\_ ;

The Department has cited \_\_\_\_\_ for serious violations of licensing standards;

Pursuant to the Child Care Act of 1969 [225 ILCS 10/1], the Department has offered the Licensee the following two options:

- a. The Department will \_\_\_\_\_ the license of \_\_\_\_\_ , and the Licensee shall have the right to request an administrative hearing to challenge the \_\_\_\_\_ the license; or
- b. The Licensee shall surrender the license for \_\_\_\_\_ and the Department shall issue to the Licensee a Conditional License to operate \_\_\_\_\_ .

The Licensee knowingly and freely chooses to surrender the license for \_\_\_\_\_ and agrees to operate \_\_\_\_\_ under the terms of this Conditional License Agreement; and

The Department has determined that continued operation of \_\_\_\_\_ does not constitute an imminent threat to the health, safety, morals or welfare of the children served by \_\_\_\_\_ ;

**THEREFORE**, pursuant to the Child Care Act of 1969, as amended (225 ILCS 10/1 *et. seq.*), the Department hereby agrees to issue a Conditional License to the Licensee to operate \_\_\_\_\_ .

The Department and the Licensee hereby agree to abide by each of the following conditions during the term of the Conditional License.

1. **Upon the effective date of this Conditional License Agreement, the Department shall provide the provide the Licensee, in writing, a list of all substantiated violations against \_\_\_\_\_ and a corrective plan addressing each violation.**
2. **Upon the effective date of this Conditional License Agreement, the Licensee shall immediately and voluntarily surrender the license for \_\_\_\_\_ . Upon the surrender of the license, the Department shall issue to the Licensee a Conditional License for operation of the facility.**

3. **Upon the effective date of this Conditional License Agreement, the Licensee shall immediately and voluntarily withdraw an application for license renewal if one has been filed.**
4. The Licensee shall comply fully with the terms of the Conditional License, correct all violations, be in full compliance with all licensing standards prior to the end of the fifth month of the Conditional License, and remain in full compliance with all licensing standards until the expiration of the Conditional License.
5. The Licensee shall submit to and comply with scheduled and unscheduled monitoring visits by the licensing representative during the term of the Conditional License.
6. **The Conditional License shall be valid for six months from the date the Conditional License Agreement is signed by the Department and the Licensee, and shall not be renewed or extended. Upon expiration of the Conditional License, the facility shall cease operations immediately, unless the Department has issued the Licensee a new license for the facility before the expiration of the Conditional License.**
7. **The Licensee shall submit to the Licensing Representative a complete application for a new license for the facility prior to the end of the third month of the Conditional License, if the Licensee wishes to continue operating the facility after the expiration of the Conditional License.**
8. If the Licensee submits a timely and complete application for a new license in accordance with Paragraph 7, above, the Department shall conduct a licensing study of the facility. Upon completion of the licensing study, and prior to expiration of the Conditional License, the Department shall determine whether or not it shall issue to the Licensee a new license to operate the facility. The Department shall issue a new license if the Licensee has complied with the terms of the Conditional License, corrected all violations, and the facility is in full compliance with all applicable licensing standards at the time of the licensing study.
9. Nothing in this Conditional License Agreement shall be construed to permit the continued operation of the facility beyond the expiration of the Conditional License.

Date:

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